

suits brought for, and against, the corporation. After providing in the 42d and 43d sections for the appointment, by the board of superintendents, of a committee of examination, and prescribing who may be teachers, the act, in the 44th section, declares that "The School Committee shall contract with a suitable teacher for their district, for such time as the funds of the district will allow; and at the end of the term of his employment, he shall render to the committee the number and names of the children who have gone to his school, specifying the number of days each one went, and the studies taught; and on his rendering such statements, the committee shall pay him by giving an order on the chairman, and no committee-man shall be a teacher." The 45th section prohibits the chairman of the board from paying any draft in favor of a teacher, "unless the same shall be accompanied with a report from the school committee, stating the name of the teacher in the district, the length of time for which the school may have been kept during the current year, and the several branches taught; and the chairman shall not pay such drafts "unless the teacher exhibit a regular certificate of mental and moral qualifications, from a majority of the committee of examination, dated within one year of that time." Those provisions of the act satisfy us that the current year spoken of is the year commencing and ending with the official term of the school committee, and that the committee have no authority to employ a teacher for a period extending beyond the time when their office expires. Each school committee is to judge how long the funds of their district will allow for the employment of a teacher, and he is to make to them the report which the act requires. Each committee will then have the control of their own teacher, which teacher cannot be one of the committee, that is, of course, during the time for which the committee are to serve. Our conclusion, then, is, that as the contract, in the present case, was made by the plaintiff, with the school committee in their official, and not in their individual, capacity, it did not in law extend beyond their official term, and that the plaintiff ought to have retired when discharged by the subsequent committee.